Nornew Form NY101-2007

5 year paid up/NO Storage

OIL AND GAS LEASE

AGREEMENT, made and entered into this 21 day of January, A.D. 2008 by and between

Mark + Erin Lollman (Husband+wife), whose address is

3391 Lovejoy Rd. Madison NY 13402 hereinafter called LESSOR, and NORNEW, INC., a New York Corporation, 1412 Sweet Home Road, Suite 12, Amherst, New York 14228 hereinafter called LESSEE:

WITNESSETH, that LESSOR, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration paid by Lessee, the receipt and sufficiency is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of LESSEE, to be paid, kept and performed; the LESSOR has granted, demised, leased and let, and by these presents does grant, demise, lease and let unto LESSEE, its successors and assigns for its exclusive use and possession, for the purposes of (1) mining, exploring for (including geophysical exploration activities), producing, treating, drilling for and operating for oil and gas, (2) storing gas in any underlying strata of the premises and withdrawing therefrom gas whether or not originally produced from other lands, and (3) constructing, operating, using, maintaining and removing on or from the premises wells, pipelines, tanks, stations, roads, cathodic protection devices, water (except from LESSOR's wells), oil and gas necessary for construction and operations, and other supplies, devices, structures, equipment and facilities that are now or may in the future be necessary for or convenient in producing, withdrawing, storing and transporting oil and gas across and through said lands from the subject and other lands the above named products by pipelines or otherwise, all that tract or parcel of land situated in the Town of Madison County of Madison and State of New York, bounded substantially as follows:

On the North by: "See Attached";

On the East by: ;

On the South by: ;

On the West by: ;

Deed Book & Page (for ref. Only) Tax ID No. (For ref. Only) containing for the purpose of calculating rentals and royalties, 167.38 acres whether actually containing more or less. In addition to the above described land, any and all strings or parcels of land adjoining or contiguous to the above described land and owned or claimed by LESSOR are hereby leased to LESSEE. All tracts or parcels of land leased to LESSEE herein, including strata and horizons underneath the surface thereof, are herein referred to as "the premises."

For purposes of this Lease, oil and gas includes all hydrocarbons and other substances produced or associated therewith.

It is agreed that this Lease shall remain in full force and effect until midnight on the 5th anniversary of the date hereof (the primary term) and as long thereafter as (1) drilling operations continue with due diligence, provided that LESSEE has commenced drilling operations on any portion of the premises or any lands pooled or unitized therewith, within the primary term, (2) an application for a drilling permit is pending with the appropriate authorities, and LESSEE, after grant of such permit, commences drilling operations within a reasonable time thereafter and continues same with due diligence, provided said permit application was filed prior to the expiration of the primary term, (3) oil and gas or either of them is produced or withdrawn from any portion of the premises or any lands pooled or unitized therewith, (4) gas storage operations are conducted in or on any portion of the premises, or (5) a completed oil or gas well would be capable of producing oil or gas from any portion of the premises or any lands pooled or unitized therewith, but for acts of God, unavailability or interruption of markets or pipelines, or any other causes, which have caused LESSEE not to commence production from such well or to suspend production from such well. If this lease is not being otherwise extended pursuant to the provisions hereof, Lessee is hereby given the option to extend the primary term of this lease, as to all or any portion of the premises, for an additional N/A years from the expiration of the primary term. This option may be exercised by Lessee, at Lessee's sole discretion, at any time during the last year of the primary term by paying or tendering to Lessor, it heirs, successors or assigns (subject to the provisions of this lease regarding changes in ownership) the sum of $ N/A per net mineral acre for the portion of the lease to be so extended. If, after the first extension, this lease is not being otherwise extended pursuant to the provisions hereof, Lessee is hereby given an additional option to extend the primary term of this lease, as to all or any portion of the premises, for an additional 0 years from the expiration of first extension of the primary term. This option may be exercised by Lessee, at Lessee's sole discretion, at any time during the last year of the first extension of the primary term by paying or tendering to Lessor, it heirs, successors or assigns (subject to the provisions of this lease regarding changes in ownership) the sum of $ 0 per net mineral acre for the portion of the lease to be so extended. Additionally, Lessee shall, within thirty (30) days of such payment or tender, record an instrument providing notice of the extension of the lease and the description of the portion of the premises covered by such extension.

IN CONSIDERATION OF THE PREMISES:

A. The LESSEE covenants and agrees as follows:

1st-To complete a well on the premises within twelve months of the date hereof or pay to LESSOR on or before such twelve month anniversary and annually thereafter the sum of $ N/A per acre leased for each 12 months for which completion of a well is delayed (such payment may be hereinafter referred to as a delay rental); and it is agreed that completion of a well shall be a full liquidation of all delay rental under this provision during the remainder of the term of this lease.

2nd-To pay to LESSOR a royalty of one-eighth (1/8) of eight-eighths (8/8) of the gross proceeds (less all reserved gas used in accordance with paragraph C.5th hereinbelow; and less all applicable excise taxes, including production, severance and windfall profits taxes) realized from the sale of gas produced or withdrawn from those strata or horizons of the premises not used for storage of gas, and from the sale of oil produced or withdrawn from the premises which gas and oil is sold and used off the premises. In the event all wells on the leased property, or, where applicable, all wells on property pooled with the leased property, are shut-in for any reason for a continuous period of twelve months, including, without limitation, inability to obtain a satisfactory market for production or failure of transportation for such production, then on or before the end of the calendar year during which such twelve month period is concluded and each anniversary thereafter if the wells are continuously shut-in, Lessee shall pay Lessor a shut-in payment of One Dollar per year per acre then covered by this lease, and this lease shall continue in full force and effect, as if oil, gas and/or other hydrocarbons were being produced from such wells. For the purpose of calculating shut-in royalties which are paid on a per acre basis, the number of lease acres described in Paragraph 1 shall be deemed correct, whether actually more or less. The consideration, lease bonus or royalties paid and to be paid, as provided in this lease, are and will be accepted by the Lessor as adequate and full consideration for all the rights granted to the Lessee and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

3rd-To pay to LESSOR an annual storage rental of $ N/A per acre for the utilization of one or more strata in the premises for storage operations, for so long as any stratum is so utilized, and to give to LESSOR written notice of the use of the premises for storage operations; and it is agreed that said storage rental is in lieu of delay rental and royalty payments, except that storage rental and royalty payments shall be paid simultaneously by LESSEE if LESSEE simultaneously conducts storage operations in one or more strata in the premises and produces oil or gas from one or more other strata; and it is further agreed that the termination of gas storage operations shall be a full liquidation of all storage rental during the remainder of the term of this Lease.

4th-To correct any damages LESSEE may cause to crops, fences or structures as a result of its operations, and to restore, as near as possible, all surface used by LESSEE to its condition existing prior to drilling, or, at LESSEE's option, to pay to LESSOR reasonable damages, provided that LESSEE has received written notice from LESSOR specifying the damages.

5th-To drill no well within two hundred (200) feet of any dwelling or barn now on the premises without the written consent of the LESSOR.

B. The LESSOR covenants and agrees as follows:

1st-To erect no dwelling or barn within two hundred (200) feet of any producing well drilled on the premises or any acreage pooled or unitized therewith, or within fifty (50) feet of any pipeline, without the written consent of the LESSEE.

2nd-That LESSOR has full title to the premises and to all the oil and gas therein at the time of granting this lease, and forever warrants title to the leasehold estate hereby conveyed to LESSEE, that LESSEE shall have exclusive, full and quiet possession of the premises for the purposes set forth herein, and that LESSOR shall not interfere in the operations of LESSEE hereunder.

703-0286

C. It is mutually agreed by and between LESSOR and LESSEE as follows:

1st-LESSEE shall have the right at any time to redeem for LESSOR, or otherwise acquire for payment, any mortgage or any other liens or encumbrances upon the premises that may in any manner affect the LESSEE's interest therein, and LESSEE shall be subrogated in full to all the rights of the holder thereof the same as if LESSEE were the original owner of said mortgage, lien or encumbrance, and LESSEE may reimburse itself by applying to the discharge of any such mortgage, lien or other encumbrance any royalty or rental owed or accruing hereunder.

2nd-LESSEE shall have the exclusive right to employ all or any of the oil or gas strata in the premises for the storage of gas, and may reopen and reclaim any and all abandoned wells on the premises that may have penetrated said strata, or drill new wells on the premises, for the purpose of freely introducing and storing gas in such strata and recovering gas therefrom. A well need not be drilled, reopened or reclaimed on the premises in order for gas to be stored in the premises. LESSEE shall be the sole judge as to whether gas is being stored in the premises, and its determination shall be final and conclusive. Storage of gas hereunder shall not diminish any of LESSEE's other rights under this Lease.

3rd-If LESSOR is found to own less than the entire fee simple estate, then the royalties and rents provided for herein shall be paid to the LESSOR only in the proportion which such interest bears to the whole and undivided fee interest. If LESSEE makes rental or royalty payments to LESSOR in excess of LESSOR's entitlement thereto, LESSOR shall refund to LESSEE such part of all such payments made by LESSEE under this Lease as shall be proportionate to the title not held by LESSOR, and LESSEE may reduce subsequent payments in the same proportion. If LESSOR does not timely provide such refund, LESSEE may also reduce payments to LESSOR by the amount that should have been refunded.

4th-In case of a conveyance or reservation of all or a part of or an undivided interest in the premises, LESSEE shall apportion all entitlements or benefits under the Lease according to interest, acreage, or the terms of the conveyance as the case may be (except as provided in 5th hereof). Notwithstanding the above, LESSEE may continue to pay or provide all such entitlements or benefits to LESSOR, until furnished with the original or a certified copy of the deed of conveyance or other documents or proof of conveyance, so that LESSEE may identify the land or interest conveyed as being all or part of the premises. In case of notice of an adverse claim to the premises or any portion thereof or interest therein, whether or not in connection with a conveyance, LESSEE may withhold any or all entitlements or benefits under this lease until such claims, and the entitlements and benefits, are in LESSEE's sole discretion, decided by compromise, or by final decree of a court of competent jurisdiction, and to this end LESSEE may file a petition for interpleader.

5th-LESSOR hereby excepts and reserves from any one gas-producing well on the premises completed and operated by LESSEE (excepting wells utilized for storage), for so long as gas is produced from such well, such quantity of gas as LESSOR requires for his own domestic use in only one dwelling located on the premises, but not exceeding two hundred thousand (200,000) cubic feet of gas per year. LESSOR may, at LESSOR's sole cost, risk and expense and upon such terms, conditions and rules as LESSEE may establish, secure such reserved gas by a service line laid and connected to such well. LESSOR shall use said reserved gas in safe and proper pipes and appliances, assumes the risk for obtaining reserved gas from such well, agrees that LESSEE shall have the right to abandon such well at any time, and agrees the LESSEE shall not be in any way liable for interruption of or insufficient supply of such reserved gas. LESSEE shall have no obligation to furnish LESSOR with gas in excess of the quantity reserved. Nevertheless, if LESSOR in any year consumes gas in excess of the quantity reserved hereunder, LESSEE, at its election, may deduct the value thereof from rentals, royalties or other payments due LESSOR, or LESSEE may bill LESSOR the value thereof, in which case LESSOR shall pay said bill promptly. In the event such bill is not paid within 30 days of receipt, LESSEE shall at its sole discretion discontinue supplying reserved gas until such amounts have been recouped. For purposes of this paragraph, the value of such excess consumption shall be derived by using a price deemed appropriate by LESSEE, which shall in no event be greater than the price charged by a local gas distribution company deemed appropriate by LESSEE. If LESSOR conveys a portion of or interest in the premises, LESSOR may convey his entitlement to reserved gas hereunder as part of such conveyance, but may not subdivide such entitlement. If the premises are pooled or unitized with other lands the reserved gas herein referred to shall be used only by the LESSOR upon whose property the well is located.

6th-LESSEE shall at any time, upon payment of all monies due hereunder up to such time, have the right to surrender this Lease as to all or part of the premises, and shall thereupon be released and discharged from all payments, obligations, terms, conditions and covenants contained herein, whereupon this Lease shall be null and void as to the entire premises or the part thereof as to which this surrender was made, and rental and royalty payments shall cease or be reduced accordingly.

7th-LESSEE is hereby granted the right to pool or unitize all or any part of the premises with any other leases, lands, mineral estates, or any of them whether owned by the LESSEE or others, so as to create one or more drilling or production units. Such units shall not exceed 640 acres in extent. LESSEE shall record a copy of the unit operation designation in the county in which the premises are located and mail a copy thereof to LESSOR. In order to give effect to the known limits of the oil and gas pool, as such limits may be determined from available geological or scientific information or drilling operations, LESSEE may at any time increase or decrease that portion of the premises that is included in any drilling or production unit, or exclude it altogether, provided that written notice thereof shall be given to LESSOR. As to each such unit, LESSOR agrees to accept, in lieu of the royalty herein described, such proportion of such royalty as the acreage in the premises in such unit bears to the total acreage included in such unit. The commencement, drilling, completion of or production from a well on any portion of a unit including all or some of the premises shall have the same effect upon the term of this Lease as if a well were commenced, drilled, completed or producing on the premises.

8th-All expressed or implied covenants of this Lease shall be subject to all federal, state and local laws, orders, rules and regulation. If LESSEE is unable to fulfill any covenant hereunder because of such laws, orders, rules or regulations, acts of God (such as natural disasters), wars, civil disturbances, insurrections, riots, epidemics, floods, fire, storm, strike, differences with workmen, equipment or pipeline breakdown or freeze-up, or as a result of any other cause whatsoever beyond the control of LESSEE, for such time as such situation exists, the term of this Lease shall be extended for an equal period of time, and LESSEE's obligation to fulfill its covenants under this Lease shall be suspended for such period of time.

9th-This Lease may be executed in counterparts each having the same validity as the original. Should any one or more of the parties named as LESSOR or owning a mineral interest in the premises fail to execute this Lease, it nevertheless shall be binding upon all such parties who do execute it as LESSOR.

10th-LESSEE shall have the right to assign this Lease or any interest therein, and the assignee of LESSEE shall have corresponding rights, privileges and obligations with respect thereto. All terms, conditions and covenants between the parties hereto shall extend to their respective heirs, successors, personal representatives and assigns. If LESSEE assigns this Lease or any interest therein, LESSOR will look solely to assignee for fulfillment of all obligations of the Lease or of the interest assigned, as the case may be. Representations other than those contained herein shall not be binding on either party.

11th-LESSEE's exercise of any right or entitlement granted under this Lease shall continue this Lease in full force and effect as to all rights and entitlements granted herein, and each right and entitlement granted herein may be exercised by LESSEE simultaneously with its exercise of one or more other rights and entitlements or singly, on a continuing basis. It is agreed that this lease shall not be forfeited or canceled for failure to perform in whole or in part any of its expressed or implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, the LESSEE is given a reasonable time therefrom to comply with any such covenants, conditions or stipulations.

IF THIS LEASE BECOMES FORFEITED, TERMINATED OR EXPIRES, THE LESSEE, OR IF THE LEASE HAS BEEN ASSIGNED, THE ASSIGNEE IS REQUIRED TO PROVIDE A DOCUMENT CANCELING THE LEASE AS OF RECORD, AT NO COST TO THE CURRENT LANDOWNER. IF THE LESSEE OR ASSIGNEE FAILS TO CANCEL THE LEASE, THE CURRENT LANDOWNER MAY COMPELL A CANCELLATION PURSUANT TO SECTION 15-304 OF THE GENERAL OBLIGATIONS LAW.

THIS IS A LEASE OF OIL AND GAS RIGHTS, NOT A SALE, CONTAINING TERMS THAT MAY BE NEGOTIATED BY YOU. YOU HAVE THE RIGHT TO CANCEL THIS LEASE WITHIN THREE BUSINESS DAYS AFTER EXECUTION OF THE LEASE BY NOTIFYING THE LESSEE THAT YOU HAVE CANCELLED THIS CONTRACT. IN ORDER TO CANCEL THIS LEASE, YOU MUST EXECUTE A NOTICE OF CANCELLATION IN THE FORM PROVIDED BELOW.

NOTICE OF CANCELLATION

I/WE HEREBY CANCEL THIS LEASE. DATED: _____

SIGNATURE(S): _____ _____

Nornew Form NY101-2007

MAIL IT TO THE LESSEE AND REFUND ALL AMOUNTS PAID TO YOU BY THE LESSEE WITHIN THE THREE DAY CANCELLATING PERIOD. THE MAILING MUST BE POSTMARKED WITHIN THE THREE DAY CANCELLATION PERIOD TO BE EFFECTIVE.

The person presenting this lease to you is () is not (X) a member of N. A. L. A. **and therefore is subject to a code of conduct. If the person presenting this lease to you is subject to a code of conduct, a copy of the code of conduct must be presented to you with this lease. If applicable, the code of conduct provides a dispute resolution mechanism for any dispute that you may have regarding the manner by which the lease was presented to you. If you have any such dispute, you may invoke the dispute resolution mechanism of the code of conduct by contacting the person or persons designated in the code of conduct. Failure of the Lessee to pay any royalties to you as required under the terms of the lease for a period of four consecutive months or more shall be a default unless otherwise provided by law, and will result in cancellation of the lease applicable to the target formation of the well within the spacing unit, following written notification to the Lessee of your intent to cancel and sixty days for the Lessee to cure the default. If the Lessee has a bona fide dispute regarding the grounds for cancellation, such dispute and the reasons therefore must be provided to you in writing or the default must be cured within such sixty day period. Otherwise the lease shall be cancelled.**

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

WITNESS:

Robert Kennedy

(Seal) Mark Lollman

(Seal) Erin Lollman

NORNEW, INC.

By: _____

CERTIFICATE OF SUBCRIBING WITNESS

STATE OF New York)
) **ss.:**
COUNTY OF Chenango)

On the 31st day of January, in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert Kennedy, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides in 2680 Shamrock Rd Sherburne, NY 13152 that he knows Mark + Erin Lollman to be the individual(s) described in and who executed the foregoing instrument, that said subscribing witness was present and saw said Mark + Erin Lollman execute the same; and that said witness at the same time subscribed his name as a witness thereto.

Notary Public

PATRICIA A. MURRAY
Notary Public State of New York
Reg. No. 04MU4986153
Qualified in Chenango County
Commission Expires Sept. 9, 2009

ACKNOWLEDGMENTS

STATE OF)
) **ss.:**
COUNTY OF)

On the _____ day of _____, in the year 20__, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Notary Public

STATE OF NY)
) **ss.:**
COUNTY OF ERIE)

On the 11 day of JUNE, in the year 2008 before me, the undersigned, personally appeared DENNIS L. LUTES personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned.

Notary Public

S. DENNIS HOLBROOK
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Nov 27, 2010

Mark S. and Erin H. Lollman

3391 Lovejoy Rd. Madison, NY 13402

126-1-15.1 (74.96ac) 1253/294

North: See section 114

East: 126-1-12.1 + Hill Crest Rd. + 126-1-15.2 + 126-1-15.3

South: See section 138

West: See section 125

126-1-17.1 (44.74ac) 1172/184

North: Hill Crest Rd. + 126-1-17.2

East: Bishop Rd

South: See Section 138

West: 126-1-15.4

138-1-6.1 (39.19ac) 1172/184

North: 138-1-6.2 + 138-1-6.3 + 138-1-6.4 + 138-1-7

East: 138-1-6.3 + 138-1-6.4 + 138-1-20 + 138-1-7 + West Hill Rd

South: 138-1-9.1

West: See Section 137

138-1-6.2 (7.45ac) 1172/184

North: 138-1-1.1

East: 138-1-6.3

South: 138-1-6.1

West: See Section 137

138-1-6.6 (1.04ac) 1172/184

North: 138-1-1.2

East: Johnny Cake Rd

South: Johnny Cake Rd

West: See Section 137

(a) The Indenture Trustee and any other indenture trustee or any lender (each a "**Leasehold Lender**") under any note or loan secured by a mortgage (or deed of trust) lien on Global Tower Tenant's (or any successor to Global Tower Tenant by foreclosure or otherwise) interest in the Lease (each, as amended or modified from time to time, a "**Leasehold Mortgage**") shall have all of the rights of Global Tower Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, and to assign the Lease as permitted in the Lease.

(b) Landlord shall deliver to the Leasehold Lender (at the address specified herein, or at such other address as shall be designated in writing to Landlord) a copy of any default notice given by Landlord to Global Tower Tenant under the Lease. No default notice from Landlord to Global Tower Tenant shall be deemed effective as against Leasehold Lender unless received by Leasehold Lender.

(c) If Global Tower Tenant defaults on any monetary obligations under the Lease, Landlord shall accept a cure thereof by the Leasehold Lender within thirty (30) days after Leasehold Lender's receipt of notice of such defaults. For non-monetary defaults, Landlord shall not terminate the Lease for so long as the Leasehold Lender is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Property, then Landlord agrees to give the Leasehold Lender a reasonable time to obtain possession of the Property and to cure such default.

(d) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Leasehold Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Leasehold Lender.

(e) If the Lease is terminated for any reason, or otherwise rejected in bankruptcy, Landlord will enter into a new lease with Leasehold Lender on the same terms as the Lease, if the Leasehold Lender pays all past due amounts under the Lease within 30 days of notice of such termination.

Memorandum of Lease. To the extent the Lease or a memorandum thereof has not previously been recorded, this Agreement shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records, the provisions of the Lease (with certain financial terms redacted therefrom) being as set forth on Exhibit A annexed hereto and made a part hereof.

4. Notices. All notices sent to Leasehold Lender shall be in writing and sent by United States mail postage prepaid or other reputable courier service at the following address (or at such other address notified in writing by Leasehold Lender to Landlord):

The Bank of New York
ABS Structured Finance Services
101 Barclay Street, Floor 4 West
New York, New York 10286
ATTN: Alan V. Terezian
Assistant Treasurer

with a copy to

Morgan Stanley Asset Funding Inc.
1585 Broadway Avenue, 2nd Floor
New York, NY 10036
Attention: Christian B. Malone
Fax: (212) 507-4123

5. Miscellaneous.

(a) If this Agreement is inconsistent with the Lease, this Agreement shall control.

(b) This Agreement shall be binding upon Landlord and its successors and assigns and shall inure to the benefit of Global Tower, Global Tower Tenant and Leasehold Lender.

(c) This Agreement may not be amended or modified except by a written agreement executed by Landlord and the Leasehold Lender. This Agreement may be executed in any number of separate counterparts and all signatures need not be on the same counterpart.

[SIGNATURE PAGES FOLLOW]

12530662

LANDLORD SIGNATURE PAGES

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s), has duly executed, acknowledged and delivered this instrument as its true act and deed.

NY-5247	Marshall E. Conover, a(n) individual By: _____ Name: _____ Title: Landlord

STATE OF New York)
) SS.
COUNTY OF Oneida)

On the 19 day of Feb, 2008, before me, the undersigned a Notary Public in and for said state, personally appeared Marshall E. Conover,

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument/

Frances E Blazer (SEAL)
Print Name: Frances E Blazer
Notary Public, Oneida County
State of New York
My commission: expires 1-17-11

FRANCES E. BLAZER
Notary Public, State of New York
Qualified in Oneida County
Reg. 02BL6016138
Commission Expires Jan. 17, 2011

TENANT SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, by its member, pursuant to proper authority of its operating agreement and/or bylaws, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

NY-5247	Global Tower Sites I, LLC, a(n) Delaware limited liability co By: Terry Arment Name: Terry Arment Title: Sr VP - Development

STATE OF Florida)
) SS.
COUNTY OF Palm Beach)

On the 20th day of February 2008, before me , the undersigned a Notary Public in and for said state, personally appeared Terry Arment, Sr VP of Development,

Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument/

Tracy M Reich (SEAL)
Print Name: Tracy M Reich
Notary Public Palm Beach County
State of Florida
My commission: 7/31/2010

NOTARY PUBLIC-STATE OF FLORIDA
Tracy M. Reich
Commission # DD579937
Expires: JULY 31, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT A

Property Description

NY5247

Site Name: Canastota NE
Site No: S-05-011

GROUND LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 26th day of **October**, 2004, by and between **MARSHALL E. CONOVER** (the "**LANDLORD**"), and **SOUTHWESTERN BELL MOBILE SYSTEMS, LLC,** a Delaware limited liability company, dba **CINGULAR WIRELESS**, its affiliates, successors and assigns (the "**TENANT**").

PROPERTY

LANDLORD is the owner of certain real property located at **3952 STATE ROUTE 31, CANASTOTA (Town of Lenox)** in **MADISON** County, State of NEW YORK (the "**Parent Tract**"), and TENANT desires to lease a portion of such real property, containing approximately **TEN THOUSAND (10,000)** square feet, together with a right of way thereto as hereinafter described (such portion of real property and such right of way being hereinafter called the "**Leased Property**"). The Parent Tract is more specifically described in Exhibit "A" attached hereto and made a part hereof. The Leased Property is more specifically described in, and substantially shown on, Exhibit "B" attached hereto and made a part hereof, as the same may be hereafter supplemented and amended by a survey of the Leased Property obtained by TENANT.

LEASE AGREEMENT

1. **Lease of Leased Property**. LANDLORD hereby leases to TENANT the Leased Property as described above, which includes the grant of a nonexclusive right and easement during the term of this Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way, which is known as **STATE ROUTE 31**, to the Leased Property, as such right of way is shown on Exhibit "B" hereto. LANDLORD shall cooperate with TENANT in its effort to obtain utility services along said right of way by signing such documents or easements as may be required by said utility companies. In the event any public utility is unable or unwilling to use the aforementioned right of way the LANDLORD hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. **Initial Term and Rental**.

(a) This Agreement shall be for an initial term of five (5) years beginning on the first day of the month after the date TENANT begins the construction (the "**Commencement Date**"), at an annual rental of [illegible] is to be paid in equal monthly installments on the first day of each month during the term hereof, in advance, to the LANDLORD or to such other person, firm or place as the LANDLORD may, from time to time, designate in writing at least sixty (60) days in advance of any rental payment date. If the lease term shall commence on a date other than the first day of a calendar month, TENANT shall make a prorated payment of the installment of the annual rental

payable for the first and last month of the term of this Agreement.

(b) In the event that TENANT enters into a sublease for any portion of the Leased Property, LANDLORD shall receive a copy of the sublease and any amendments or modifications thereof and five percent (5%) of all rents or other compensation received by TENANT will be paid to LANDLORD by TENANT within thirty (30) days of actual receipt thereof by TENANT. The parties agree that TENANT shall have no obligation to pay LANDLORD the additional rent if the sublease involves a municipality, emergency (911) communications facility or other governmental purpose.

3. **Extension of Term**. TENANT shall have the option to extend the term of this Agreement for four (4) additional consecutive five (5) year periods. Each option for an extended term shall be deemed automatically exercised without notice by TENANT to LANDLORD unless TENANT gives LANDLORD written notice of its intention not to exercise any such extension option at least six (6) months prior to the end of the then current term. If TENANT gives LANDLORD written notice of its intention not to exercise any such option, the term of this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended from time to time as provided in this Agreement.

4. **Extended Term Rental**. The annual rental for the extended terms shall be as follows:

Extended Term	Annual Rental
1st	
2nd	
3rd	
4th	

The annual rental for any extended term shall be payable in the same manner as the annual rental for the initial term.

5. **Continuance of Lease**. If, at least six (6) months prior to the end of the fourth (4th) extended term, either LANDLORD or TENANT has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4th) extended term, then upon the expiration of the fourth (4th) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4th) extended term.

6. Use. TENANT shall use the Leased Property for the purpose of constructing, maintaining and operating a communications facility and any and all uses incidental thereto, which facility may consist of such buildings as are necessary to house

telecommunications equipment, a free standing monopole, guyed or three sided antenna structure of sufficient height, as determined by TENANT now or in the future, to meet the telecommunications needs of TENANT and its subtenants, licensees and sublicensees, any and all necessary appurtenances, emergency generator(s), and additional temporary structures and improvements necessary in emergency situations and a security fence of chain link or comparable construction that may, at the option of TENANT, be placed around the perimeter of the Leased Property (collectively, the "**Communications Facility**"). TENANT shall be allowed, at any time and from time to time during the term of this Agreement, to modify, supplement, replace, remove or relocate any of the improvements or equipment at the Leased Property, including the antennas, microwaves or other appurtenances, in such manner as TENANT may determine in its sole discretion. All improvements, modifications, supplements, replacements, removals or relocations which are necessary for use by TENANT or its subtenants, licensees or sublicensees, shall be made at no expense to LANDLORD. LANDLORD grants TENANT, its subtenants, licensees and sublicensees, the right to use such portions of LANDLORD's contiguous, adjoining or surrounding property as described on Exhibit "A" hereto (the "**Surrounding Property**"), as may reasonably be required during construction, installation, maintenance and operation of the Communications Facility or any equipment therein or thereon. TENANT shall maintain the Leased Property in a reasonable condition and shall be solely responsible for the repair and maintenance of any improvements on the Leased Property, excluding repair and maintenance required due to the willful misconduct or negligence of the LANDLORD, its employees, agents or contractors. LANDLORD shall not be allowed to use the Leased Property or the Surrounding Property in any manner which would cause interference with the operation of the Communications Facility or any equipment installed therein or thereon. In the event there is interference due to LANDLORD's actions or usage, LANDLORD shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to any and all objectionable equipment. Based on standard and accepted engineering practices, if LANDLORD cannot eliminate the interference within twenty-four (24) hours of its inception, LANDLORD shall immediately remove the objectionable equipment and/or cease operations.

7. **Governmental Approvals**. LANDLORD shall cooperate with TENANT in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for TENANT's use of the Leased Property. In furtherance thereof, LANDLORD agrees to sign such papers as are required to file applications with the appropriate zoning authority and other governmental authorities for the proper zoning of the Leased Property and for other certificates, permits, licenses and approvals as are required for the use of the Leased Property as intended by TENANT. If requested by TENANT, any such applications may be filed with respect to, not only the Leased Property, but also LANDLORD's Surrounding Property. TENANT will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Property deemed necessary by TENANT. LANDLORD agrees not to register any written or verbal opposition to any such procedures. If at any time during the term of this Agreement, TENANT is unable to use the Leased Property for a Communications Facility in the manner intended by TENANT due to imposed zoning conditions or requirements, or in the event that any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses or is

otherwise withdrawn or terminated by the applicable governmental authority, or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Leased Property for a Communications Facility in the manner intended by TENANT, TENANT shall have the right to terminate this Agreement by written notice to LANDLORD. In such case, LANDLORD shall retain all rentals paid to LANDLORD prior to the termination date. Upon such termination, LANDLORD and TENANT shall have no other further obligations to each other, other than TENANT's obligation to remove its property as hereinafter provided.

8. **Taxes**. TENANT shall be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against TENANT's facilities or the improvements constructed by TENANT on the Leased Property. Taxes are not to be considered as additional rent, but rather as reimbursement to LANDLORD and to be separately billed. TENANT shall pay for any documented increase in ad valorem real estate taxes levied against the Leased Property which are directly attributable to the improvements constructed by TENANT on the Leased Property and are not separately levied or assessed by the taxing authorities against TENANT or the improvements of TENANT. LANDLORD shall pay all other ad valorem real property taxes levied against the Leased Property on or before the date such taxes become delinquent. LANDLORD hereby agrees that if the taxes which are levied against the LANDLORD and TENANT's improvements on LANDLORD's property are incorrectly assessed, TENANT maintains the right to appeal the tax assessment to the appropriate governmental authority, which appeal shall be paid for by TENANT. Should the State in which the Leased Property is located offer an early payment tax incentive, LANDLORD hereby agrees that TENANT shall be allowed to pay the taxes under the incentive plan which shall allow for TENANT to take advantage of any offered incentives. LANDLORD shall furnish TENANT within thirty (30) days of receipt by LANDLORD or LANDLORD's representative, a copy of the tax assessment or bill for any real or personal property taxes which are levied against the Leased Property. LANDLORD'S ability to bill TENANT for said taxes is limited to the current year tax billing in question. In no event will LANDLORD have the ability to bill for pro-rata share or estimates of taxes on future tax billings.

9. **Insurance**. Subject to Section 10 below, TENANT shall, at its sole cost and expense, at all times during the term of this Agreement maintain in effect a policy or policies of insurance: a) covering its personal property located on the Leased Property and TENANT's improvements to the Leased Property, providing protection against any peril included under insurance industry practices within the classification "fire and extended coverage," providing protection as deemed desirable by TENANT with respect to its personal property and to the full insurable value of TENANT's improvements; and b) commercial general liability insurance with minimum limits of $1,000,000 for injury to or death of one or more persons in any one occurrence and $1,000,000 for damage to or destruction of properties in any one occurrence. TENANT shall name the LANDLORD as an additional insured as its interest may appear in regards to the aforementioned general liability insurance policy and shall furnish LANDLORD with a certificate of insurance upon request by the LANDLORD.

10. **Self-Insurance**. TENANT shall have the right to self-insure with respect

to any of the above insurance requirements.

11. **Indemnification**.

(a) TENANT shall indemnify and hold LANDLORD harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD'S Surrounding Property by TENANT or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LANDLORD or its employees or agents.

(b) LANDLORD shall indemnify and hold TENANT harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use or occupancy of the Leased Property or LANDLORD's Surrounding Property by LANDLORD or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of TENANT or its employees or agents.

12. **Sale of Leased Property**.

(a) If LANDLORD, at any time during the initial or any extended term of this Agreement, decides to sell, subdivide or rezone any of the Leased Property or all or any part of LANDLORD's Surrounding Property, to a purchaser other than TENANT, LANDLORD shall promptly notify TENANT in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and TENANT's rights hereunder. LANDLORD agrees not to sell, lease or use any areas of LANDLORD's Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with TENANT's facilities or communications equipment as determined by radio propagation tests performed by TENANT in its sole discretion, any such testing to be at the expense of LANDLORD or LANDLORD's prospective purchaser, and not TENANT. If the radio frequency propagation tests demonstrate levels of interference unacceptable to TENANT, LANDLORD shall be prohibited from selling, leasing or using any areas of LANDLORD's Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. LANDLORD shall not be prohibited from the selling, leasing or use of any of LANDLORD's Surrounding Property for non-wireless communication use.

(b) In the event any person, corporation, partnership, limited liability company or other legal entity (the "**Buyer**") shall deliver to LANDLORD a bona fide, written offer to purchase the Leased Property or any part thereof, whether separate or as part of the LANDLORD's Surrounding Property, signed by Buyer and containing all terms and conditions of the proposed purchase, which offer LANDLORD desires to accept, then LANDLORD shall give TENANT notice of such offer, which notice shall state the name and address of Buyer, include a true and correct copy of such offer, and contain an offer by LANDLORD to sell the Leased Property to TENANT on the same terms and conditions as contained in such offer. Within thirty (30) days upon TENANT's receipt of the notice, TENANT may accept LANDLORD's offer by notice to LANDLORD. If TENANT shall fail to accept LANDLORD's offer within the thirty (30) day period, LANDLORD may sell the Leased Property to Buyer on

the terms and conditions set forth in Buyer's offer. In any event, any sale of the Leased Property shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time, and TENANT's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Leased Property or LANDLORD's Surrounding Property.

(c) TENANT'S right of first refusal shall not apply in the event of a sale, transfer or conveyance of the Leased Property or LANDLORD's interest in the Leased Property in connection with the foreclosure of any mortgage, deed of trust, deed to secure debt or other similar instrument encumbering the Leased Property, whether by judicial or non-judicial sale, or by deed or assignment in lieu of foreclosure, nor shall TENANT's right of first refusal apply in the event of a sale, transfer or conveyance of LANDLORD's interest in the Leased Property to an affiliate of LANDLORD, which sale, transfer or conveyance shall be subject to all the terms and conditions of this Agreement, as the same may be amended from time to time. An "affiliate" of LANDLORD shall mean any corporation, partnership, limited liability company or other business entity of which fifty percent (50%) or more of the ownership interest is held by LANDLORD or the majority shareholder of LANDLORD or, in the case of any individual, the immediate family of such individual or a trust established for estate planning purposes where the primary beneficiaries of such trust are such individual or members of the immediate family of such individual. For purposes hereof, "immediate family" shall mean the spouse, brothers, sisters and descendants of such individual.

(d) Any sale, transfer or conveyance of the Leased Property in violation of the provisions of this Section shall be null and void.

13. **Quiet Enjoyment**. LANDLORD covenants that TENANT, on paying the rental and performing the covenants, terms and conditions required of TENANT contained herein, shall peaceably and quietly have, hold and enjoy the Leased Property and the leasehold estate granted to TENANT by virtue of this Agreement.

14. **Assignment**. This Agreement may be sold, assigned or transferred at any time by TENANT to TENANT's parent company or any affiliate or subsidiary of TENANT or its parent company, or to any entity with or into which TENANT is merged or consolidated, or to any entity resulting from a reorganization of TENANT or its parent company. Otherwise, this Agreement may not be sold, assigned, or transferred without the written consent of LANDLORD, such consent not to be unreasonably withheld.

15. **Condemnation**. If notice is given to LANDLORD that the Leased Property will be condemned by any legally constituted public authority, then LANDLORD shall promptly notify TENANT of such taking or condemnation. If the whole of the Leased Property, or such portion thereof as will make the Leased Property unusable by TENANT for the purposes herein leased (as determined by TENANT in its sole discretion), is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall terminate and expire at such time as possession thereof is taken by the public authority, and rental shall be accounted for as between LANDLORD and TENANT as of that date. However, nothing in this paragraph shall be construed to limit or adversely affect TENANT's right to seek an award of

compensation from any public authority that is seeking condemnation proceeding for the taking of TENANT's leasehold interest hereunder or for the taking of TENANT's improvements, fixtures, equipment or personal property.

16. **Casualty**. If TENANT's Communications Facility or improvements are damaged or destroyed, in whole or in part, by fire or other casualty, TENANT shall not be required to repair or replace the Communications Facility or any of TENANT's improvements made by TENANT, and TENANT may terminate this Agreement by giving written notice to LANDLORD. Termination shall be effective immediately after such notice is given. Upon such termination, this Agreement shall become null and void, and LANDLORD and TENANT shall have no other further obligations to each other hereunder, other than TENANT's obligation to remove its property as hereinafter provided.

17. **Subordination**. LANDLORD shall obtain for the benefit of TENANT a commercially reasonable subordination, non-disturbance and attornment agreement (a "**Non-Disturbance Agreement**") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Leased Property (a "**Mortgage**"), confirming that TENANT's right to quiet possession of the Leased Property during the term of this Agreement (including any extensions thereof) shall not be disturbed as long as TENANT is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with TENANT, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LANDLORD's interest in the Leased Property, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of TENANT hereunder, and this Agreement shall continue in full force and effect and TENANT shall have the right to continue its use and occupancy of the Leased Property in accordance with the provisions of this Agreement as long as TENANT is not in default of this Agreement beyond applicable notice and cure periods. TENANT shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Property is encumbered by one or more Mortgages on the Commencement Date, LANDLORD, no later than thirty (30) days after the Commencement Date, shall obtain and furnish to TENANT a Non-Disturbance Agreement in recordable form from the holder of each such Mortgage.

18. **Title Insurance**. TENANT, at TENANT's option, may obtain title insurance on the Leased Property. LANDLORD shall cooperate with TENANT's efforts to obtain title insurance by executing such documents or obtaining such requested documentation as may be required by the title insurance company. If LANDLORD fails to provide requested documentation within thirty (30) days of TENANT's request, or fails to provide any Non-Disturbance Agreement required in the preceding paragraph of this Agreement, TENANT, at TENANT's option, may withhold and accrue the monthly rental until such time as all such documentation is received by TENANT.

19. **Hazardous Substances**. LANDLORD warrants, represents and agrees that neither the LANDLORD nor, to the best of LANDLORD's knowledge, any third party has used, generated, stored, or disposed of any Hazardous Materials in, on or under the Leased Property. "Hazardous Materials" shall mean petroleum or any petroleum product, asbestos, and

any other substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable Federal, State, or Local law, rule, regulation, order or ordinance. TENANT may place a diesel or propane emergency generator, required fuel for the generator and sealed gel-cell batteries at the Property. TENANT shall comply with all laws with respect to the presence and usage of such generator, fuel and batteries. TENANT shall indemnify, defend and hold LANDLORD harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from the presence or release of any Hazardous Materials on the Leased Property if caused by TENANT or persons acting under TENANT. LANDLORD shall indemnify, defend any breach of LANDLORD's representations and warranty set forth above, and hold TENANT harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorney's fees and consultant's and expert's fees) resulting from (i) the presence or release of any Hazardous Materials on the Leased Property or LANDLORD's Surrounding Property unless caused by TENANT or persons acting under TENANT, or (ii) any breach of any representation or warranty of LANDLORD contained in this Section 19.

20. **Opportunity to Cure**.

(a) If TENANT should fail to pay any rental or other amounts payable under this Agreement when due, or if TENANT should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against TENANT on account thereof, LANDLORD shall first provide TENANT with written notice specifying the nature of the failure and provide TENANT with a thirty (30) day period to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, TENANT shall be afforded a reasonable period of time to cure the failure provided that TENANT promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

(b) In the event that LANDLORD is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice from TENANT, TENANT may, at its option and in any addition to any other right or remedy available hereunder, or at law or equity, incur reasonable expenses necessary to perform the obligation of LANDLORD specified in such notice, and any amount paid by TENANT in so doing shall be deemed paid for the account of LANDLORD, and LANDLORD hereby agrees to reimburse TENANT therefor, and TENANT may set off from rent or other amounts due hereunder any reasonable amount expended by TENANT as a result of such default.

21. **Notices**. Except as otherwise provided herein, any notices or demands which are required by law or provided under the terms of this Agreement shall be given or made by LANDLORD or TENANT in writing and shall be given by hand delivery, telegram or other similar communication, or sent via facsimile confirmed by an original hard copy sent as otherwise provided herein, or by certified or registered mail, or by a national overnight receipted

delivery service which provides signed acknowledgments of receipt (including Federal Express, UPS, Emery, Purolator, DHL, Airborne and other similar couriers delivery services), and addressed to the respective parties set forth below. Such notices shall be deemed to have been given in the case of hand deliveries, when delivered; in the case of telegrams, facsimiles or similar communications when sent; in the case of certified or registered mail when deposited in the United States mail with postage prepaid, and in the case of overnight receipted delivery service the day the notice is deposited with the overnight delivery service. Every notice, demand, or request hereunder shall be sent to the addresses listed below:

If to LANDLORD:	Marshall E. Conover 3952 State Route 31 Canastota, NY 13032
If to TENANT:	Cingular Wireless Mail Code GAN02 6100 Atlantic Boulevard Norcross, Georgia 30071 Attn: Network Real Estate Administration
With a copy to:	Cingular Wireless 5841 Bridge Street East Syracuse, New York 13057 Attn: Real Estate Project Manager

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

22. **Termination**.

(a) Notwithstanding any other termination rights available to TENANT under this Agreement, TENANT, at its sole and absolute discretion, shall have the right to terminate this Agreement with ninety (90) days prior written notice to LANDLORD and a lump sum payment to LANDLORD in an amount equal to six (6) months rent or the total of the remaining months of the term, whichever is less. The rental rate shall be computed at the rate that is in effect at the time of termination. At termination, TENANT shall execute upon the request of the LANDLORD a written cancellation of the Agreement vacating the Leased Property in recordable form and TENANT shall have no other further obligations, other than TENANT's obligation to remove its property as hereinafter provided.

(b) In addition to and in not limitation of any other provisions of this Agreement, TENANT shall have the right, exercisable by at least ten (10) days prior written notice thereof to LANDLORD, to terminate this Agreement upon occurrence of one or more of the following events:

(i) if LANDLORD shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, representation, warranty, covenant, and shall not cure such violation, breach or failure within thirty (30) days after TENANT gives LANDLORD written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if LANDLORD shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence; or

(ii) the commencement by LANDLORD of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or the consent by LANDLORD to or acquiescence in the appointment of a receiver, liquidator, assignee, trustee, custodian, (or other similar official) of any substantial part of the property of LANDLORD, or to the taking of possession of any such property by any such functionary or the making of an any assignment for the benefit of creditors by LANDLORD; or

(iii) as otherwise provided in this Agreement.

23. **Removal of Improvements**. Title to all improvements constructed or installed by TENANT on the Leased Property shall remain with TENANT, and all improvements constructed or installed by TENANT shall at all times be and remain the property of TENANT, regardless of whether such improvements are attached or affixed to the Leased Property. Furthermore, all improvements constructed or installed by TENANT shall be removable by TENANT at the expiration or earlier termination of this Agreement, provided TENANT shall not at such time be in default under any covenant or agreement contained in this Agreement. TENANT, upon termination of this Agreement, shall, within ninety (90) days, remove all improvements, fixtures and personal property constructed or installed on the Leased Property by TENANT and restore the Leased Property to substantially the same condition as received, reasonable wear and tear and damage by insured casualty excepted. TENANT shall not be required to remove any foundations, driveways, or underground cables or wires. If such removal causes TENANT to remain on the Leased Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate, or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal is completed.

24. **Miscellaneous**. This Agreement cannot be modified except by a written modification executed by LANDLORD and TENANT in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between the LANDLORD and TENANT, and no verbal or oral agreements, promises, statements, assertions or representations by LANDLORD or TENANT or any employees, agents, contractors or other representatives of either, shall be binding upon LANDLORD or TENANT.

25. **Contractual Limitations Period**. No action or proceeding may be maintained or brought against any party to this Agreement unless such action or proceeding is

commenced within twenty-four (24) months after the cause of action accrued unless such cause of action could not have reasonably been discovered by such party.

26. **Security Interest**. It is the express intent of the parties to this Agreement that LANDLORD have no lien or security interest whatsoever in any personal property of TENANT, and, to the extent that any applicable statute, code, or law grants LANDLORD any lien or security interest, LANDLORD hereby expressly waives any rights thereto.

27. **Brokers/Agents**. LANDLORD and TENANT warrant to each other that neither were represented in this transaction by a broker or an agent. Additionally, the parties warrant and covenant to each other that they will each hold the other harmless from and indemnify each other against claims made by any broker, agent or other intermediary claiming to have represented the indemnifying party in this transaction.

28. **Governing Law**. This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State where the Leased Property is located.

29. **Attorney's Fees**. In any proceeding which either party may prosecute to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

30. **Memorandum of Agreement**. At the request of TENANT, LANDLORD agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Leased Property, the term of this Agreement and other information desired by TENANT for the purpose of giving public notice thereof to third parties.

31. **Surveys**. LANDLORD hereby grants to TENANT the right to survey the Leased Property and LANDLORD's Surrounding Property, and the legal description of the Leased Property on the survey obtained by TENANT shall then be added to and incorporated into Exhibit "B" of this Agreement, and shall control in the event of discrepancies between it and any preliminary description of the Leased Property shown on Exhibit "B".

32. **Confidentiality**. LANDLORD agrees not to discuss publicly, advertise, nor publish in any newspaper, journal, periodical, magazine or other form of mass media, the terms or conditions of this Agreement. Doing so shall constitute a default under this Agreement. It is agreed that the parties to this Agreement will not discuss the terms and conditions contained herein with any unrelated third parties, other than the real estate brokers or agents involved in this transaction and the parties' respective accountants and legal counsel (who shall be bound by the same confidentiality requirements).

33. **Binding Effect**. This Agreement shall extend to and bind the heirs, personal representatives, successors, and assigns of LANDLORD and TENANT and shall constitute covenants running with the land.

34. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same Agreement.

35. **Seasonal Maintenance.** LANDLORD agrees to clear access road of any snow greater than four inches (4") in depth within twenty-four (24) hours of notice.

IN WITNESS WHEREOF, the parties have executed this Ground Lease Agreement as of the day and year first above written.

LANDLORD:

Marshall Conover

Name: Marshall E. Conover
Title: Owner

TENANT: Southwestern Bell Mobile Systems, LLC

By: _____
Name: G. D. STONE
Title: Manager RF Engineering

STATE OF NEW YORK)
) ss:
COUNTY OF Madison)

On the 20th day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared, MARSHALL E. CONOVER, to me known, who, being by me duly sworn, did depose and say that he is the Landlord, that he had the authority to sign this instrument and that he did fully acknowledge to me that he executed the same as the act and deed of County of Madison, for the uses and purposes mentioned therein.

PHYLLIS S. McNALLY
Notary Public in the State of New York
Qualified in Madison County
No. 01MC6038223
My commission expires March 6, 20 06

Phyllis S. McNally
Notary Public

10/20/0310:32 AM/paa

Site Name:Canastota NE
Site No: S-05-011

STATE OF NEW YORK)
) ss:
COUNTY OF ONONDAGA)

On the 26th day of October, 2004, before me personally came G. D. STONE, to me known, who, being by me duly sworn, did depose and say that he is the Manager of RF Engineering, that he had the authority to sign this instrument and that he did fully acknowledge to me that he executed the same as the act and deed of **Southwestern Bell Mobile Systems, LLC,** a Delaware limited liability company, for the uses and purposes mentioned therein.

Notary Public

GARY J. WEISS
NOTARY PUBLIC, State of New York
No. 5003416
Qualified in Onondaga County
Commission Expires Oct. 19, 2006

10/20/0310:32 AM/paa

EXHIBIT "A"

Parent Tract Description

All THAT TRACT OR PARCEL OF LAND, situate in the Town of Lenox, County of Madison and State of New York, being part of Lot No. 18 in the Oneida Creek Tract, bounded and described as follows:Beginning at a point in the south line of N.Y.S. Route #31, at the northwest corner of premises of Donald Ackerman, being the northeast corner of the grantors; thence south and southeasterly along a boundary line fence marking the east boundary of the grantors and the west boundary of said Ackerman, to a corner fence post in the northwest boundary of lands of Albert Fisher; thence southwesterly along a fence marking the said boundary of Fisher to a corner fence post in the easterly line of lands of Wesley Ray; thence northwesterly along a fence marking the said boundary of Ray to a fence post in the southeast line of lands of Caspar Kaiser; thence northeasterly and northerly along a fence marking the said boundary line of Kaiser to the south line of Route #31; thence east along the south line of Route #31, a distance of 418 feet to the point of beginning.

Site Name: Canastota NE
Site No: S-05-011

EXHIBIT "B"

Description of Leased Property

An approximately 100' x 100' tract of land, together with easements for ingress, egress and utilities legally described as follows:

(to be inserted upon the receipt of the survey of the Leased Property)

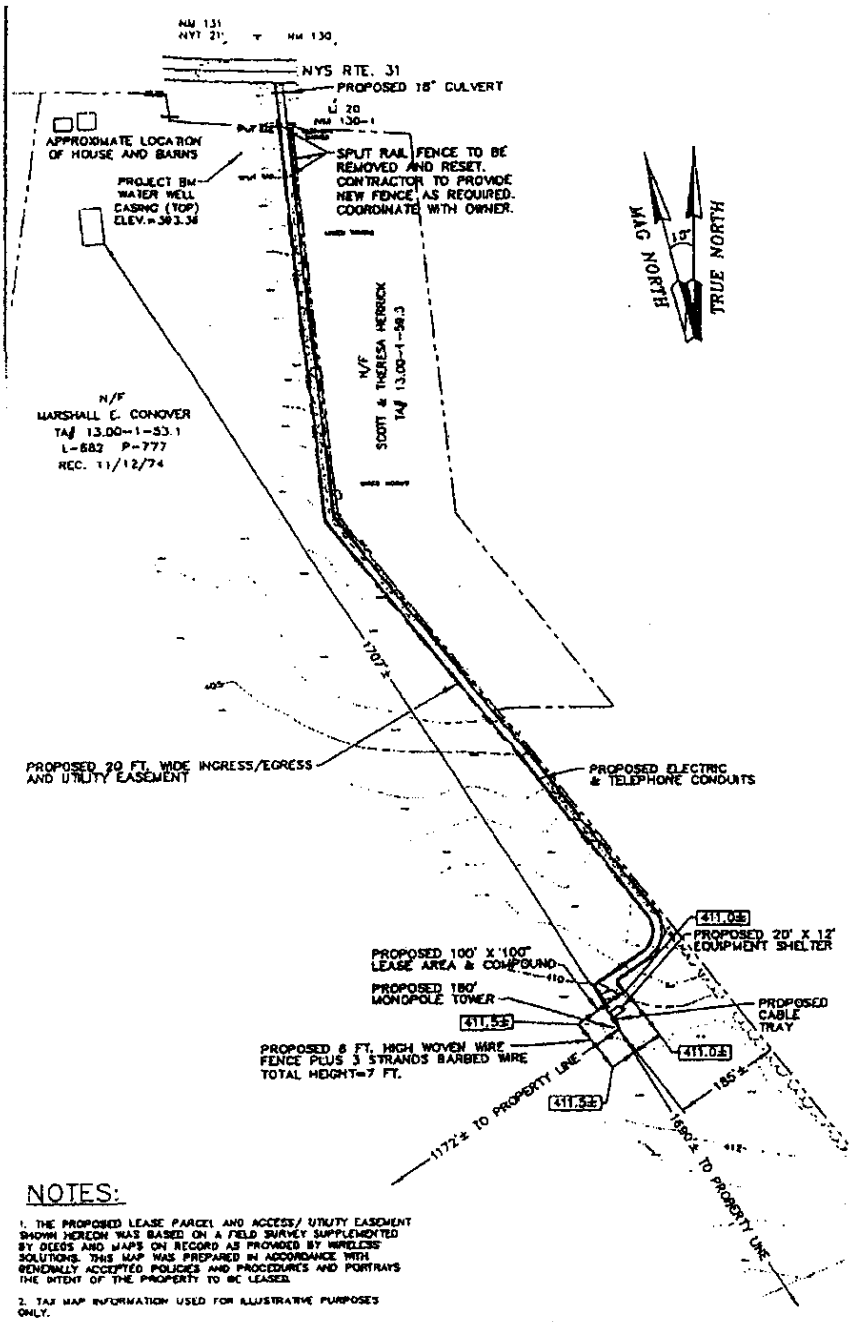
And depicted on the Site Sketch attached hereto.

Notes:

1. This Exhibit may be supplemented by a land survey of the Leased Property once it is received by Tenant.
2. Width of access road shall be the width required by the applicable governmental authorities and utility providers, including police and fire departments.

Site Name:Canastota NE
Site No: S-05-011

Site Sketch



NOTES:

1. THE PROPOSED LEASE PARCEL AND ACCESS/ UTILITY EASEMENT SHOWN HEREON WAS BASED ON A FIELD SURVEY SUPPLEMENTED BY DEEDS AND MAPS ON RECORD AS PROVIDED BY WIRELESS SOLUTIONS. THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED POLICIES AND PROCEDURES AND PORTRAYS THE INTENT OF THE PROPERTY TO BE LEASED.

2. TAX MAP INFORMATION USED FOR ILLUSTRATIVE PURPOSES ONLY.

TOPOGRAPHIC PLAN

SCALE: 1" = 250 FEET

10/20/0310:22 AM/paa